# GIFT KEYRING GENERAL TERMS AND CONDITIONS OF USE

#### General

- 1. These terms and conditions govern the relationship between you and ITX UK Limited in connection with the gift keyring (the "**Keyring**") and its accompanying card (the "**Card**").
- 2. By purchasing and/or using the Keyring and/or the Card, this evidences your full acceptance of these terms and conditions, which have been made available to you at the time of purchase.
- 3. The Keyring and Card are at all times the property of the issuer, who is ITX UK Limited, a company registered in England and Wales under company number 02245999, whose registered office is at Lumina House, 89 New Bond Street, London, England, W1S 1DA, VAT number GB 649927871 ("ITX").
- 4. The Keyring and Card are exclusively valid in the Zara, Massimo Dutti, Bershka, Pull&Bear, Stradivarius, Zara Home, and (if any) Oysho physical stores in the UK (the "Inditex Physical Stores") and also on their respective UK websites (the "Inditex Online Stores"), (together, being the "Inditex UK Stores"), to purchase any item being sold in any of the Inditex UK Stores.
  - You cannot use the Keyring at the Inditex Online Stores; instead you will need to enter the card number and CVV printed on the back of the Card.
- 5. The Keyring and Card do not constitute electronic money for the purposes of the Electronic Money Regulations 2011 or a payment service for the purposes of the Payment Services Regulations 2017.

### **Payment**

6. You can pay the initial opening balance for the Keyring by any of the means of payment accepted at the Zara physical stores in the UK where you purchase the Keyring.

### Validity

- 7. The Keyring and Card can be used as many times and for as many purchases as the Keyring holder chooses, until the total balance of the Keyring has been used up.
- 8. After using the Keyring or Card, the remaining balance on the Keyring available will be the difference between the balance available prior to the purchase and the relevant amount used up in that purchase. The remaining balance on the Keyring is shown on the till receipt, every time a purchase is made with the Keyring at an Inditex Physical Store, and is confirmed following any online purchase.
  - The remaining balance of the Keyring can be checked at any time at any Inditex UK Store, and can be checked online using the Card number.
- 9. Where the purchase price is in excess of the available balance on the Keyring/Card, the difference will need to be paid through any other payment means accepted at the relevant Inditex UK Store.

- 10. Items purchased with the Keyring at any Inditex Physical Store are subject to the same general purchase terms and conditions as any other items purchased at that store. Items purchased with the Card online via an Inditex Online Store are subject to the Purchase Conditions shown on that website.
- 11. Any refund for items purchased with the Keyring/Card which are returned, will be made by crediting the price of the returned items back onto the remaining balance of the Keyring. However, if the Keyring/Card no longer exist when the items are returned, the price of the items will be credited to a Voucher Card, which will be handed to the customer in an Inditex Physical Store, for any refund for items purchased at any Inditex Physical Store; or will be sent by e-mail, to the e-mail address of the customer who made the purchase with the Card, for any refund for items purchased via an Inditex Online Store.

The refund methods stated above are an essential term, and as such, they are deemed to be expressly accepted upon purchasing and/or using the Keyring/Card.

- 12. The Keyring and Card have no expiry date and can be reloaded with additional balance at any time at Inditex Physical Stores, by any of the means of payment accepted at Inditex Physical Stores. A Keyring that is reloaded shall be considered a "used" Keyring for the purposes of clause 16 below.
- 13. The Keyring and Card are bearer instruments. Their holder shall be solely responsible for the use and custody of the Keyring/Card. A damaged, altered or cancelled Keyring or Card will not be accepted as a method of payment by ITX, and ITX will not replace any Keyring or Card that is lost, stolen or damaged except in accordance with your legal rights (for example, if the Keyring or Card is defective or not of satisfactory quality at the time of delivery, or in the case of a change of format of the Keyring or Card).
- 14. Keyrings and/or Cards obtained through any unlawful means shall be null and void and they shall not be used to purchase items, nor will the remaining balance on the Keyring be refunded.
- 15. The Keyring/Card shall not be used for the purposes of advertising or promoting items or services marketed by any third party other than Inditex UK Stores without ITX's prior written consent.

## Return

16. The balance on the Keyring cannot at any time be refunded, or exchanged for cash, except (i) in accordance with your legal rights, for example, in the event that the Keyring or Card is defective, or not of satisfactory quality, at the time of purchase; or (ii) if the Keyring/Card are unused, purchased in the United Kingdom, and both the Keyring and its Card are returned to ITX at any Zara physical store in the UK, together with their original packaging, within 30 days from the date of purchase.

Keyrings/Cards purchased in any other country or via any website for any other country, may not be returned or refunded in the UK.

17. ITX reserves the right to amend these terms and conditions from time to time. The Keyring/Card will be subject to the terms in force at the time the Keyring was purchased, unless any change in the terms is required to be made by law or governmental authority, or any non-material change in the terms is due to technological changes in our systems; in which case any potential changes will also apply to Keyrings previously purchased.